



EASTERN SALES REGION • 2750 Monroe Blvd., Valley Forge, Pennsylvania 19482-0713 • Telephone 215-666-9000 • TWX 510-660-2670
MAIL ADDRESS • Post Office Box 713, Valley Forge, Pennsylvania 19482-0713

49884
ORIGINAL
(hcs)

April 7, 1988

U. S. Environmental Protection Agency, Region III
PA CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, Pennsylvania 19107

Attention: Ms. Suzanne Billings

Dear Ms. Billings:

I am in receipt of your letter dated March 31, 1988 regarding the ground water concerns the EPA has in Montgomery County. The Hewlett-Packard facility in Valley Forge is not a manufacturing site, but a general office building. The only chemical material that we store on site is unleaded gasoline for our company cars and used motor oil that is disposed of twice a year through an approved licensed vendor. In compliance with the SARA reporting policy, we have submitted a letter to the appropriate agencies in January of this year (copy enclosed for your review).

In addition to the gasoline and the used motor oil, the only other chemicals that we have on site are Methanol, Acetonitrile, and Propanol which are used in our Analytical Demonstration Rooms. These chemicals are very small in quantity, and we dispose of them through an approved and licensed vendor, Industrial Solvents and Chemical Company.

We do not have on site or use trichloroethene, dichloroethene or trichloroethane at anytime.

If you feel that the above information is a sufficient response to your inquiry, please contact me at your convenience.

Sincerely,

HEWLETT-PACKARD COMPANY

Thomas C. Richey
Thomas C. Richey
General Services Manager

AR200540

TCR:gf

Enclosures: SARA Report
Necessary Documents to Satisfy Item Number 7



ORIGINAL
(Red)

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January 14, 1988

Pennsylvania Emergency Response Commission
C/O: Bureau of Right-To-Know
Room 1503
Labor and Industry Building
Harrisburg, Pennsylvania 17120

Attention: Sanders Cortner

Dear Sanders Cortner:

In accordance with Section 311 of Title III of the Superfund Amendments and Reauthorization Act of 1986, Hewlett-Packard Company, 2750 Monroe Boulevard, PO Box 713, Valley Forge, Pennsylvania 19482, is submitting a list of MSDS chemicals present at this facility in amounts equal to, or greater than, the 1987 minimum reporting thresholds for Hazardous Chemicals or Extremely Hazardous Substances.

<u>Hazardous Chemical</u> <u>(or Extremely Hazardous Substance)</u>	<u>Hazard Category</u>
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1. Gasoline, unleaded	Fire Hazard
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Should you have any questions, you may call me at 215-666-9000

Sincerely,

HEWLETT-PACKARD COMPANY

Thomas C. Richey
Thomas C. Richey
General Services Manager

TCR:gf

cc: Local Planning Committee
50 Eagleville Road
Eagleville, Pennsylvania 19403
Attention: Linn Bigelow

Lower Providence Fire Company
Ridge Pike and Mt. Kirk Street
Eagleville, Pennsylvania 19408

AR200541

POLICY OF TITLE INSURANCE



COMMONWEALTH LAND
TITLE INSURANCE COMPANY

(a stock company)
PHILADELPHIA, PENNSYLVANIA

SCHEDULE A

POLICY NO. C-672-466-B	DATE OF POLICY: <i>The date shown below or the date of recording of the instrument referred to in Item 3 whichever is the later.</i> April 22, 1982	AMOUNT OF INSURANCE
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1. Name of insured:

Hewlett - Packard Company (Pa. Corp.)

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

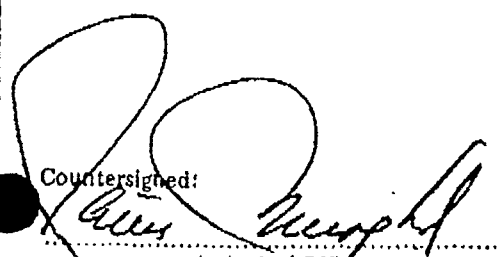
3. The estate or interest referred to herein is at Date of Policy vested in:

The Insured by Deed from Valley Forge Corporate Center, Inc. (Pa. Corp.), dated 4/22/1982.

4. The land referred to in this policy is described in the said instrument and identified as follows:

Adams and Monroe Avenues, Lower Providence Township, Montgomery County, Pa.

Countersigned:


Authorized Officer or Agent*

AR200542



COMMONWEALTH LAND
TITLE INSURANCE COMPANY

OWNER'S TITLE INSURANCE POLICY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF the Company has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

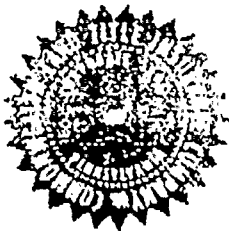
COMMONWEALTH LAND TITLE INSURANCE COMPANY

By

President

Attest:

Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

APR 200543

SCHEDULE B

ORIGINAL
(Red)Policy No. C-672-466-B

This policy does not insure against loss or damage by reason of the following:

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
2. Rights granted to Philadelphia Electric Company in Deed Book 3283 page 444, Deed Book 3499 page 884 and 4104 page 311.
3. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Adams Avenue and Monroe Avenue.
4. Restrictions affecting title as in Deed Book 3007 page 410 and as modified by Agreement in Deed Book 3177 page 593, Deed Book 3280 page 36 and further Restrictions imposed in Deed Book 3356 page 255.
5. Reservations as in Deed to be insured.
6. Conditions disclosed by survey made by Howard W. Doran, Inc., dated June 30, 1981, revised April 6, 1982:- (1) easement to Valley Forge Corporate Center, Inc. (2) easement of water main (3) easement of various manholes (4) two 18 inch inlets with water (5) note: reserving to Valley Forge Corporate Center, Inc., its successors and assigns, a utility and service easement 15 feet wide inside and along the South-easterly and Northeasterly boundary lines of the property, and under and subject to a VFCC water company easement 30 feet wide inside and along the Southeasterly boundary of the property beginning at a point 125 feet from the Southeast corner of the property and continuing along the Southeasterly boundary lines of the property a distance of 162 feet.
7. Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto.
8. 1982 School Taxes.

The followin endorsement is attached hereto: 301

AR200544

04 05 1988 11:02 412 857 4192 P.05

Original

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property, provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest, provided however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT.

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the state or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the state or interest as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured the liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

Conditions and Stipulations Continued on Cover

AR200545



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
1510 Walnut Street
Philadelphia, Pennsylvania 19102

ORIGINAL
FILED

ENDORSEMENT

POLICY NO. C-672-466-N

The Company eliminates from its owner's policy the exception reading as follows:

**Unrecorded easements, discrepancies or conflicts in
boundary lines, shortages in area and encroachments
which an accurate and complete survey would disclose.**

and further insures, except as set forth above, against loss by reason of encroachment, other than by party walls, whether by the building on the land encroaching upon adjacent property or by any building on adjacent property encroaching upon the said land.

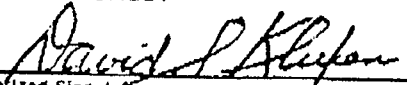
The total liability of the Company under said policy and any endorsement thereon shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated, under the conditions, and stipulations thereof, to pay.

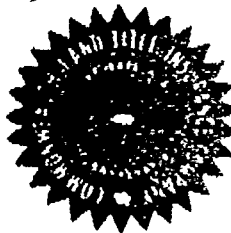
This endorsement is made a part of said policy and is subject to the schedule, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

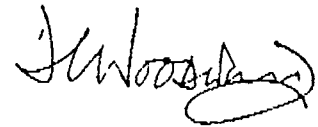
In Witness Whereof COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 22nd day of April, 19 82.

COUNTERSIGNED:

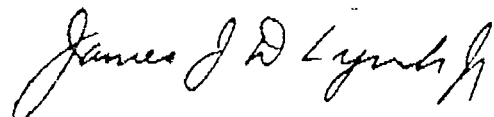

Authorized Signatory



BY:



ATTEST:



AR200546

Secretary

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

1510 WALNUT STREET
PHILADELPHIA

ENDORSEMENT

To be annexed to and form a part of Policy No. C-672-466-B
Hewlett - Packard Company (Pa. Corp.)

ORIGINAL
(Red)

, insuring

as set forth in said Policy.

The said Policy is hereby amended in the following manner:

Exception #7 on Schedule B of this Policy is removed.

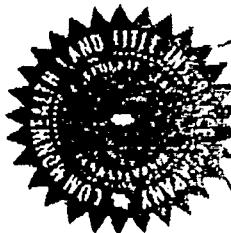
Nothing herein contained shall be construed as extending or changing the effective date of said Policy, unless otherwise expressly stated.

In Witness Whereof COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 22nd day of April A.D. 19 82.

Attest:

Edward A. Schmidt

Secretary



John B. Gunkel

President

Cur AR200547
Authorized Signature or Agent

CONDITIONS AND STIPULATIONS

(Continued)

ORIGINAL
(Red)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a mortgage or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to

Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office, 1510 Walnut St., Phila., Pa. 19102.

—Valid Only If Schedules A and B Are Attached

AR200548